in common sold his undivided interest in the property to a third person. The property was afterwards destroyed, and the remaining tenant in common brought an action on the policy for his share of the insurance. *Held,* he can recover. *Firemen's Insurance Co.* v. *Larey* (Ark.), 188 S. W. 7.

There is great conflict of authority among the adjudged cases as to when an insurance policy is avoided on account of a breach of the alienation clause of the standard fire insurance policy. The question often arises when one partner transfers his interest in the partnership. While there is great conflict as to whether or not this will avoid the policy, it may be stated that the general rule is that if one partner sells his interest in the partnership to a third person the policy may be avoided. *Drennen* v. *London Assurance Co.,* 20 Fed. 657. See *Malley* v. *Atlantic Fire & M. Ins. Co.,* 51 Conn. 222; *Germania Fire Ins. Co.* v. *Home Ins. Co.,* 144 N. Y. 195, 39 N. E. 77, 43 Am. St. Rep. 749, 26 L. R. A. 591. On the other hand, however, many courts hold that if one partner sells his interest to another partner the policy is not thereby avoided. *Burnett* v. *Eufaula Home Ins. Co.,* 46 Ala. 11, 7 Am. Rep. 581. See *Virginia Fire & M. Ins. Co.* v. *Vaughan,* 88 Va. 832, 14 S. E. 754; *German Mutual Fire Ins. Co.* v. *Fox,* 4 Neb. 833, 96 N. W. 652, 63 L. R. A. 334. In Tennessee it has been held that if one partner sell his interest to another partner, the remaining partner may, in case of loss, recover *pro rata* for his original share, but can recover nothing on the share transferred to him. *Hobbs* v. *Memphis Ins. Co.,* 1 Sneed 444.

If the policy covers several different things and there is a breach of a condition as to the interest, title, or possession of one of the things insured, the majority doctrine is that the policy is thereby rendered void, and there can be no recovery for the loss of any of the property. *Kahler* v. *Iowa State Ins. Co.,* 106 Ia. 380, 76 N. W. 734; *Germania Fire Ins. Co.* v. *Schild,* 69 Ohio St. 136, 68 N. E. 706, 100 Am. St. Rep. 663. There is, however, much authority to the contrary. *Royal Ins. Co.* v. *Martin,* 192 U. S. 149; *Loomis* v. *Rockford Ins. Co.,* 77 Wis. 87, 45 N. W. 813, 20 Am. St. Rep. 96.

It would seem, on principle, that the sale by one tenant in common to a third person would be a breach of the alienation clause, and would avoid the entire policy and not merely that covering the interest transferred. See 2 COOLY, BRIEFS, L. INS., 1913; *Germania Fire Ins. Co.* v. *Schild, supra; Home Ins. Co.* v. *Connally,* 104 Tenn. 93, 56 S. W. 828.

INTOXICATING LIQUORS—CONSTITUTIONALITY OF STATUTE—PROHIBITION OF POSSESSION.—Before the prohibition law (Alabama Laws 1915, p. 44) went into effect, the defendant acquired for his own use a greater amount of liquor than the law allowed one to possess. After the law became effective the defendant was indicted for a violation of it, and attacked its constitutionality on the ground that it violated the Fourteenth Amendment. *Held,* the statute is valid. *O'Rear* v. *State* (Ala. App.), 72 South. 505.

The authority of a state to exercise its police power in matters concerning the public health, safety or morals is not denied; but the ex-

tent to which this power may be employed without violating the rights guaranteed under the Fourteenth Amendment has never been defined. A statute prohibiting the smoking of opium has been held to be a valid exercise of the police power. *Territory* v. *Ah Lim,* 1 Wash. St. 156, 24 Pac. 588. And in making game laws, an unnaturalized foreign born person may be prohibited from possessing a shot gun. *Patsone* v. *Pennsylvania,* 232 U. S. 138. It has also been held that, under the police power, a state may prohibit the sale of non-intoxicating liquors. *Purety Extract Co.* v. *Lynch,* 226 U. S. 192.

If the public welfare demands the discontinuance of the manufacture or the sale of liquor, the legislature may provide such measures as are necessary to accomplish this end. *Mugler* v. *Kansas,* 123 U. S. 623. But see *Beebe* v. *State,* 6 Ind. 501. Many cases admit that the states may legitimately exercise their police power in prohibiting the sale of liquor without violating any constitutional provision, but deny the right to legislate against his possession. *State* v. *Williams,* 146 N. C. 618, 61 S. E. 61, 17 L. R. A. (N. S.) 99, 14 Ann. Cas. 562. And it has also been held, under somewhat peculiar constitutional provisions, that a statute making it a misdemeanor for one "to keep in his possession for another" spiritous liquor was unconstitutional. *State* v. *Gilman,* 33 W. Va. 146, 10 S. E. 283, 6 L. R. A. 847. The position of the cases allowing the prohibition of the sale, but not of the possession seems untenable; for if the possession of such liquor "can by no possibility injure the health, safety, or morals of the public," logically the sale is equally harmless, for it is merely a transfer of possession. See *Southern Express Co.* v. *Whittle* (Ala.), 69 South. 652; *Easley* v. *Pegg,* 63 S. C. 98, 41 S. E. 18; *Cohen* v. *State,* 7 Ga. App. 5, 65 S. E. 1096; *Mugler* v. *Kansas, supra; Patsone* v. *Pennsylvania, supra.* But as intoxicating liquor is capable of a beneficial as well as a deleterious use it cannot be confiscated without due process of law. BLACK, CONST. LAW, 579. Yet as the state has an interest in the well being of every citizen, it would seem that it would have the power to confiscate liquor, no matter when acquired, which one uses in such a manner as to injure himself, and can make the possession of a certain amount of liquor prima facie evidence of such use; for property must be considered as held subject to the right of a state to exercise its police power.

LOTTERIES—WHAT CONSTITUTES—ADVERTISING SCHEME.—The plaintiff agreed to furnish the defendant with an advertising scheme, and took their note in payment of it. Under the scheme, the contestants were to solicit trade, and each received a coupon having a purchasing value. Each customer was to receive with every purchase a coupon entitling him to a certain number of votes which were to be cast for one of the contestants; and the contestant receiving the greatest number of votes was to get a prize. The notes not having been paid, the plaintiff sued to recover on them, and the defendant pleaded illegality of consideration, alleging that the scheme violated the statute against lotteries. *Held,* the plaintiff cannot recover. *Brenard Mfg. Co.* v. *Benjamin & Sons* (N. C.), 89 S. E. 797.